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UNITED STATES DISTRICT COURT  
DISTRICT OF ALASKA AT ANCHORAGE

COOK INLET MARINE, L.L.C., an  
Alaska Limited Liability Company,

Plaintiff,

V.

MLDC GOVERNMENT SERVICES CORP., a Delaware Corporation, d/b/a GOVERNMENT SERVICES CORP. and MATT E. RUCK, a single man,

IN ADMIRALTY

NO.

## COMPLAINT FOR MONEY DAMAGES

Defendants.

I

## **SUBJECT MATTER JURISDICTION**

17       1.1     This action concerns the attached Standing Towage Agreement (Exhibit A) which  
18 incorporated by reference the attached Towing Certificate (Exhibit B; collectively “Agreement”)  
19 and is thus within this Court’s admiralty and maritime jurisdiction pursuant to 28 U.S.C. §1333  
20 and Federal Rule of Civil Procedure 9(h).

ATTORNEYS AT LAW

and Federal Rule of Civil Procedure 9(h).

II

## **PARTIES, PERSONAL JURISDICTION, AND VENUE**

23        2.1     At all pertinent times, plaintiff was, and still is, a limited liability company  
24 organized and existing under the laws of the State of Alaska with its principal place of business in  
25 Homer, Alaska.

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1       2.2     At all pertinent times, upon information and belief, defendant MLDC Government  
2 Services Corp. (MLDCGSC) was, and still is, a corporation, existing under the laws of the State  
3 of Delaware with its principal place of business in Wilmington, Delaware. Upon information and  
4 belief, Government Services Corp. (GSC) is not a separate legal entity, though it appears to be an  
5 assumed name for MLDCGSC for use in another jurisdiction. GLC has not been listed as an  
6 assumed name in the State of Alaska.

7       2.3     Upon current information and belief, defendant Matt E. Ruck exercised pervasive  
8 control of the affairs of MLDCGSC and GLC, used MLDCGSC and GLC's funds for personal  
9 purposes, commingled his and MLDCGSC's and GLC's funds, and otherwise did not observe  
10 corporate formalities.

11       2.4     Upon current information and belief, and through action on the part of Ruck,  
12 MLDCGSC and GLC is undercapitalized and operates as a mere façade for Ruck's individual  
13 dealings. As alleged, it is understood Ruck siphons and, in this case, Ruck has siphoned, funds  
14 from MLDCGSC and GLC for his own personal use to plaintiff's detriment.

15       2.5     Upon current information and belief, MLDCGSC and GSC are formed and have  
16 been used to transfer Ruck's personal liability to them and to otherwise protect Ruck from the  
17 consequences of his improper conduct.

18       2.6     Ruck, an Idaho resident, is liable in his personal capacity for all acts performed by  
19 MLDCGSC and GLC pertinent to this lawsuit.

20       2.7     At all material times, defendants were doing business in the State of Alaska and  
21 the Agreement was performed in and about the State of Alaska.

22       2.8     Personal jurisdiction is proper in this Court as defendants have transacted business  
23 in the State of Alaska, the Agreement was carried out in Alaska, and, by the terms of the  
24 Agreement, defendants have submitted to the personal jurisdiction of this Court.

25  
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1 2.9 Venue is proper in the District of Alaska as a substantial part of the events or  
2 omissions giving rise to plaintiff's claim occurred in this District, and defendants have submitted  
3 to venue in this Court per the terms of the Agreement.

III

## FACTS

3.1 On or about July 6, 2011, plaintiff and defendants entered into the Agreement.

7       3.2     The purpose of the Agreement was for plaintiff to act as subcontractor for  
8 MLDCGSC's general contract with the National Oceanic and Atmospheric Administra-  
9 (NOAA).

10       3.3     During the month of July 2011, plaintiff duly performed its obligations under the  
11 Agreement, which involved retrieving a NOAA buoy from Cape Suckling and delivering it to  
12 Cordova, Alaska.

13       3.4      Defendants were invoiced in the amount of \$35,450.10 on July 12, 2011 (invoicing  
14 attached as Exhibit C). Under the Agreement, all unpaid sums accrue interest at 1% per month  
15 from the date due until paid in full.

16 3.5. NOAA issued a payment to defendants for plaintiff's work on or around August  
17 17, 2011.

18 3.6 Despite this, defendants did not pay and have not paid plaintiff any sum for work  
19 performed under the Agreement.

3.7 Following plaintiff's invoicing of defendants, in correspondence with plaintiff,  
defendants admitted and agreed that invoiced amounts were due and owing under the terms of the  
Agreement, and further represented that the amounts owed would be forthcoming.

3 3.8 To date, plaintiff has received no payments from defendants. Interest on the  
4 unpaid sum continues to accrue.

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IV

## **FIRST CAUSE OF ACTION**

## **BREACH OF CONTRACT**

4 4.1 Under the Agreement, plaintiff agreed to provide defendants with towage services  
5 at a specified price.

6 4.2 Plaintiff duly performed its obligations under the Agreement.

7 4.3 Defendants breached the Agreement by failing to pay plaintiff all moneys owed  
8 and accrued interest.

9 4.4 Ruck's misuse of MLDCGSC and GSC's corporate personhood was and is a direct  
10 and proximate cause of the breach.

11 4.5 By virtue of Ruck's misuse of MLDCGSC and GSC, he and they are jointly and  
12 severally liable for the breach of the Agreement.

13 4.6 Because of defendants' breach of contract plaintiff suffered and continues to suffer  
14 damages, including unpaid interest, attorneys' fees, and costs.

V

## **SECOND CAUSE OF ACTION**

## ATTORNEYS' FEES

18 5.1 Section 16 of the Agreement provides that if litigation arises out of the Agreement,  
19 the substantially prevailing party is entitled to its attorneys' fees and costs.

0 5.2 Plaintiff has suffered losses as a result of defendants' failure to perform obligations  
1 assumed under the Agreement.

2 5.3 Ruck's misuse of MLDCGSC and GSC's corporate personhood was and is a direct  
3 and proximate cause of the losses suffered by plaintiff.

24 5.4 By virtue of Ruck's misuse of MLDCGSC and GSC, he and they are jointly and  
25 severally liable for the breach of the Agreement.

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1 5.5 Under the terms of the Agreement, defendants are therefore required to reimburse  
2 plaintiff for all attorneys' fees and costs incurred as a result of this action.

VI

## DAMAGES

5       6.1      As a result of defendants' breach of the Agreement, plaintiff has suffered damages  
6 and will suffer damages in the future in an amount to be proven at trial, but no less than  
7 \$36,638.69, plus additional accruing interest, attorneys' fees, and costs.

## PRAYER FOR RELIEF

WHEREFORE, plaintiff prays:

11       1. That the Court award judgment in favor of plaintiff against defendants for all  
12 amounts owed, plus accruing interest, attorneys' fees, and costs;

13       2. That plaintiff be awarded appropriate post-judgment interest; and

14       3. For such other and further relief as the Court deems just and proper.

DATED this Friday, December 02, 2011.

## BAUER MOYNIHAN & JOHNSON LLP

/s/ Thomas G. Waller

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